DOCUMENT RESUME

ED 339 277 HE 025 057

TITLE	Agreement between Vermont State Colleges and Vermont State Colleges Faculty Federation AFT, VFT, Local 3180, AFL-CIO.
INSTITUTION	American Federation of Teachers, Washington, D.C.; Vermont State Commission on Higher Education.
PUB DATE	1 Sep 88
NOTE	132p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC06 Plus Postage.
DESCRIPTORS	Academic Freedom; Collective Bargaining; *College Faculty; Confidential Records; *Contracts; *Employment Practices; Faculty Development; Faculty Evaluation; Faculty Promotion; Fees; Fringe Benefits; Grievance Procedures; Higher Education; Insurance; Job Layoff; Juries; Leaves of Absence; Personnel Policy; Sabbatical Leaves; School Schedules; *State Colleges; Teacher Retirement; Teacher Salaries; Teacher Strikes; Teaching Load; Tenure; Travel; Unions
IDENTIFIERS	*AFT Contracts; Agricultural Products; American Federation of Teachers; Tuition Benefit Programs; *Vermont State Colleges

ABSTRACT

The collective bargaining agreement between the Vermont State Colleges and the Vermont State Colleges (VSC) Faculty Federation, American Federation of Teachers covering the period September 1, 1988 to August 31, 1990 is presented. The contract's 48 articles cover the following: definitions, recognition, management rights, federation rights, federation officer rights, dues check off, academic freedom, anti-discrimination, no strike or lock out, outside employment, health and safety, notice of vacancy, transfer and classification, grievance procedure, arbitration, lay off, advising and registration procedure, faculty governance, faculty evaluation, appointment and reappointment, promotion, tenure, workload, personnel files, residual rights, salaries, salary schedule criteria, faculty development fund, professional travel funds, mileage reimbursement, insurance, continuation of fringe benefits, retirement, tuition benefits, jury duty, sick leave, bereavement, professional leave, unpaid leaves of absence, VSC faculty fellows, education aids, faculty facilities, academic regalia, agricultural products, academic calendar, printing and distribution of agreement, separability, effect of agreement, duration and renewal. Eight appendixes contain a list of required minimum degrees or certification other than the doctorate, a dues check off authorization card, a tuition remission agreement, an absence report, a list of required minimum degrees, a description of promotion of tenured faculty who do not possess the required minimum degrees, a list of computer programs for faculty staffing, and a description of department chairperson positions. (JB)

ED339277

AGREEMENT

BETWEEN

VERMONT STATE COLLEGES

AND

VERMONT STATE COLLEGES FACULTY FEDERATION
AFT, VFT, LOCAL 3180, AFL-CIO

HE 025 057

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AGREEMENT

This Agreement is made and entered into effective September 1, 1988 by and between the Vermont State Colleges Faculty Federation, VFT, AFT, Local 3180, AFL-CIO for, and on behalf of, itself and each of the Chapters of the VSCFF, VFT, AFT, Local 3180, AFL-CIO collectively (hereinafter "the Federation") and the Chancellor of the Vermont State Colleges for, and on behalf of, the Vermont State Colleges (hereinafter "the Vermont State Colleges") and each of the Vermont State Colleges individually and collectively (hereinafter "a College" individually, "the Colleges" collectively".)

ARTICLE 1

DEFINITIONS

Board - The term "Board" refers to the Board of Trustees of the Vermont State Colleges.

Chancellor - The "Chancellor" is the chief executive officer of the corporation known as the Vermont State Colleges.

College - The term "a College" in the singular refers to one of the campus member colleges of the Vermont State Colleges and "the Colleges" in the plural refers to all of the campus member colleges.

Faculty Member - The term "faculty member" as used in this Agreement shall mean any member of the bargaining unit; "faculty" shall mean all members of the bargaining unit.

Federation - The term "Federation" as used in this Agreement shall refer to the Vermont State Colleges Faculty Federation, Local 3180, American Federation of Teachers, AFL-CIO.

Federation Representative - The term "Federation Representative" refers to any person who has been officially so designated in writing by the President of the Federation to the President of a College and to the Chancellor.

President - The term "President" refers to the chief executive officer of a College duly appointed and authorized by the Board of Trustees or a person authorized to act in that capacity.

Rank - The term "rank" as used in the Agreement shall mean any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor. These ranks shall apply to all librarians included in the bargaining unit equally with all classroom faculty.

Vermont State Colleges - The term "Vermont State Colleges" refers collectively to the Board of Trustees, Chancellor and Colleges.

ARTICLE 2

RECOGNITION

A. The Vermont State Colleges recognizes the Federation as the exclusive bargaining agent for all full-time teaching faculty and ranked librarians employed by the colleges, but excluding the College presidents, deans, business managers, division chairpersons, academic division directors, and all non-faculty employees, in accordance with the unit certification issued by the Vermont State Employees Labor Relations Board on December 18, 1973.

B. Nothing contained in this Article shall be construed to prevent the Board of Trustees, any Board member, or any official of the Vermont State Colleges from meeting with any individual or organization to hear views on any matter, except that no person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with any of the above-mentioned officials concerning any terms or provision of this Agreement, except through the authorized representatives of the Federation.

ARTICLE 3

MANAGEMENT RIGHTS

A. All the rights and responsibilities of the Vermont State Colleges, which have not been specifically provided for in this Agreement, shall be retained in the sole discretion of the Vermont State Colleges and, except as modified by this Agreement, such rights and responsibilities shall include but shall not be limited to:

1. The right to direct employees; to determine qualifications and criteria in hiring, promotion, tenure and layoff situations to be applied in conformance with provisions of this Agreement; to determine standards for work and the class schedules within any limitations of this Agreement; to hire, reappoint, promote, grant tenure, assign and retain employees in position; to transfer in accordance with procedures described in this Agreement; and, to suspend or discharge a faculty member for proper cause subject to the provisions of this Agreement;
2. The right to take such action as necessary to maintain the efficiency of the Colleges' operation within the limits of this Agreement;
3. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Colleges' operations are to be conducted;

4. The right to take such actions as may be necessary to carry out the missions of the Vermont State Colleges in case of emergencies, provided that the Federation is notified in writing of the emergency and action as soon as possible; and

5. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.

B. The application of such management rights in alleged violation of the provisions of this Agreement shall be subject to the provisions of Articles 14 and 15, Grievance and Arbitration.

C. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, or to subcontract, provided that the exercise of any of the rights set forth in this section shall not result in the layoff of any employee covered by this Agreement.

D. No such management right or responsibility set forth or referred to in this article shall be enacted, applied, or implemented in a manner which is arbitrary or capricious or in contravention of this Agreement.

ARTICLE 4

FEDERATION RIGHTS

A. Individual Contracts

Rights and benefits of the faculty members set forth in this Agreement shall be part of any individual contract of employment. In the event of conflict between the terms of an individual contract of employment and the terms of this Agreement, the terms of the Agreement shall be controlling. This Agreement shall be referred to in any employment contract issued to faculty members.

B. Bulletin Boards

1. Each College shall designate suitable space at which a bulletin board may be erected for Federation purposes at Federation cost, or shall designate reasonable space on existing bulletin boards for use by the Federation.
2. Postings on all such bulletin boards shall be made by, or at the direction of, a Federation Representative at each College, who shall furnish copies of all postings to a designated College official for College records. All such postings shall clearly indicate sponsorship by the Federation.
3. The use of the Bulletin board shall be restricted to activities of the Federation for the following purposes only:
   a. notices of recreational, educational and social activities;
   b. notice of election of officers and representatives and results;

c. notice of Federation meetings and activities of the Federation, its affiliates or parent bodies, other than union campaign materials.

C. Distribution of Materials

The Federation shall have the right to have material placed directly into mailboxes of faculty and may use interoffice mail facilities to correspond with faculty provided, however, that such use does not overburden such facilities.

D. Federation Meetings

The Federation may use lecture rooms, auditoriums and College classrooms for its meetings when such facilities are not otherwise in use. Each Federation Chapter may hold one regularly scheduled meeting per month and notice of such schedule shall be given to the College prior to September 1. Once notice of any such regularly scheduled meeting is received, the College shall not hold conflicting meetings involving faculty. The Federation Chapters may hold emergency meetings, in addition to monthly meetings, in facilities not otherwise in use provided that faculty with scheduled meetings or duties during the time of such Federation meetings remain at and fulfill such obligations.

E. Use of Facilities

Federation Representatives may use the College's typewriters, duplicating equipment and calculators when they are not otherwise in use, under reasonable guidelines set forth by the designated administrator, provided the Federation shall pay monthly to the College the normal and usual charge, if any, then prevailing for such use. Use may be terminated if use charges are not paid within thirty (30) days. The Federation may install its own telephone service at each College in locations approved by

the College; such approval shall not be unreasonably withheld. The Federation shall be billed directly for such service and installation charge by the telephone company.

ARTICLE 5

FEDERATION OFFICER RIGHTS

A. At the choice of the Federation president and Federation grievance chairperson, each shall receive up to a 50% reduction in workload without loss of rights and benefits.

B. 1. The Federation's representative on the Salary Review Committee shall be given one-quarter released time during the spring semester. Also, in a semester in which the Chancellor requests the committee to make a report and recommendation on the need for more than two differentials, as provided for in Article 27, Section F, the Federation's representative on the Review Committee shall be given one-quarter released time. In no case shall the Federation representative receive more than one-quarter released time per semester for these duties.

2. Should the Federation's representative on the Review Committee serve during a time when his/her teaching workload does not permit one-quarter released time because the semester has already begun or the committee's work is performed in the summer, the released time referred to in B. 1. above may be taken by said representative during the following semester.

C. The Federation president, grievance chairperson, and grievance counselors, shall be allowed at least two consecutive days per week free of classes. Friday and Monday shall be considered consecutive days for purposes of this article.

D. For purposes of faculty evaluation, the responsibilities of Federation local and chapter officers, grievance counselors, grievance chairperson, and members of the negotiating team shall be recognized by the College.

E. The Federation shall designate one negotiating representative from each campus prior to the commencement of negotiations and shall notify the Colleges of its choices at least thirty (30) days prior to such commencement. The Colleges shall then undertake to arrange scheduling or class coverage only for those representatives for the duration of negotiations on those days when negotiations take place in order to free them to participate at such times. Nothing in this section shall preclude the Federation from having additional members at negotiations without altering their scheduled obligations.

ARTICLE 6

DUES CHECK OFF

A. The Colleges shall check off Federation dues as set forth in the Federation Constitution and By-Laws for all faculty who voluntarily desire to join the Federation and remit dues by this method. Procedures for the above shall be followed in accordance with forms appended to this Agreement (see Appendix B).

B. The Colleges shall deduct dues, for the Federation only, from salaries of all faculty who voluntarily authorize said deductions by the signing of authorization cards.

Such deductions shall only be made in equal amounts bi-weekly, beginning the first payroll period after receipt of the authorization card by the Office of the Chancellor. However, should a member of the Federation elect the lump sum payment described in Article 26, the Colleges shall deduct the appropriate dues for the period covered by the lump sum. Said monies shall be transmitted by the 15th of the month following the month in which deductions were made to the designated Federation treasurer.

C. The Federation shall indemnify, defend and save the Vermont State Colleges harmless against any and all claims, demands, suits or other forms of liability that shall rise out of, or by reason of, action taken or not taken by the Vermont State Colleges in reliance upon deduction authorization cards submitted by the Federation to the Vermont State Colleges.

ARTICLE 7

ACADEMIC FREEDOM

A. The Vermont State Colleges shall continue its policy of maintaining and encouraging full freedom of inquiry, teaching and research. Such academic freedom shall encompass the unconditional freedom of discussion of any material relevant to any course which a faculty member has been assigned to teach and, to this end, there shall be no unreasonable restrictions upon instructional methods.

B. In a faculty member's role as a citizen, he/she shall continue to have the same freedom as other citizens, provided that in his/her extramural utterances he/she shall disclaim any representation on behalf of the Vermont State Colleges when such a representation could reasonably be perceived within the community where such utterance is made.

ARTICLE 8

ANTI-DISCRIMINATION

The parties shall not discriminate against any faculty member or against any applicant for employment in positions in the faculty by reason of age, race, creed, marital status, color, sex, religion, national origin, citizenship, union activity, political activity, or membership or non-membership in the Federation.

ARTICLE 9

NO STRIKE OR LOCK-OUT

A. The Federation, on behalf of its officers, agents, and members, agrees that so long as this Agreement or any written extension hereof is in effect, it shall neither conduct nor support any strike, slow-down, refusal to cross any picket line, sit-down, or organizational primary picketing.

B. The Vermont State Colleges agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE 10

OUTSIDE EMPLOYMENT

Provided it does not interfere with the performance of the faculty member's normal duties and responsibilities, he/she shall not be precluded from engaging in outside employment.

ARTICLE 11

HEALTH AND SAFETY

A. No faculty member shall be required to perform any work under conditions which jeopardize his/her health or safety. Any faculty member who has knowledge of such condition(s) shall report such condition(s) in writing to the President or his/her designee and to the chapter chairperson or his/her designee prior to the filing of a grievance.

B. Any grievance pursuant to this Article shall be processed through the grievance procedure set forth in this Agreement (Article 14) through Step 2 and, thereafter, to Arbitration, provided that any grievant who elects to file a complaint under OSHA relative to such condition(s) shall be deemed to have waived his/her right to proceed to such arbitration step.

C. Once monthly, and in the event of an emergency, the College shall make its safety records available for examination. Said College shall give reasonable notice, conspicuously posted, as to when such records will be available. The chapter chairperson shall receive a copy of such notice.

ARTICLE 12

NOTICE OF VACANCY

Notice of full or part-time administrative or faculty vacancies within the system shall be posted on a bulletin board on every campus at least fifteen (15) days prior to the filing of such vacancy. Notice of full or part-time staff vacancies shall be posted at each College seven (7) days before such openings are advertised outside the Vermont State Colleges. However, the failure to fill the vacancy with a bargaining unit member shall not be subject to grievance and/or arbitration. This article shall not operate to deprive any bargaing unit member of any rights which he or she may enjoy under the provisions of Article 13, Transfer and Classification and Article 16, Layoff.

ARTICLE 13

TRANSFER AND CLASSIFICATION

A. Transfer Between Colleges

1. When a full-time faculty position is available at a College for which a faculty member at another College applies, such faculty member shall be granted a transfer provided his/her fitness and ability are relatively equal to the fitness and ability of other candidates for the position.
2. Seniority shall govern in cases of conflict between two faculty members from within the System whose fitness and ability are relatively equal.
3. A transferred faculty member shall retain rank, tenure status and credit for years of service for purposes of promotion, tenure and salary.
4. No individual shall be involuntarily transferred unless the position he/she occupied is eliminated. If the eliminated position is re-established during a three-year period, the faculty member so transferred shall be offered reappointment to the position.
5. No transfer of faculty between Colleges shall result in layoff of faculty.

B. Transfer Within Colleges

Faculty transferred to a new department, discipline or program within a College shall continue to accrue seniority in the prior department, discipline, or program if it continues at the College, as well as in the department, discipline, or program. The Vermont State Colleges shall have the right to transfer a faculty member back to his/her prior department, discipline or program and the faculty member shall have the right to be transferred back to such department, discipline or program during the first two (2) years after the new assignment is made; permission for transfer shall not be withheld unreasonably.

C. Classification

1. Except as otherwise provided in this Agreement, the Vermont State Colleges shall retain the right to classify and reclassify personnel, except that no faculty member's title shall be changed without his/her consent, which consent shall not be unreasonably withheld.

2. Assignment of any faculty member to any non-supervisory duty(ies) or job title(s) which did not exist at the time of the election of the collective bargaining agent, shall not be used for, or result in, the removal of any faculty member and/or his/her job title or position from said bargaining unit.

ARTICLE 14

GRIEVANCE PROCEDURE

A. Special Conferences

1. Any individual faculty member or group of faculty members shall have the right to discuss any concern/complaints with the President of the College or his/her designee and to have such matters considered in good faith in a "special conference" with or without the intervention of the Federation. A request for a special conference must be in writing and received within fifteen (15) calendar days following the time at which the concerned party(ies) could have reasonably been aware of the existence of the situation created by the College which is the basis for the concern. The clock may be stopped during all recesses in excess of seven (7) calendar days as established in accordance with Article 43, Academic Calendar, provided the faculty member(s) or his/her (their) representative notifies the College in writing. The clock shall start again at the conclusion of the recess.

2. Any adjustments resulting from a special conference shall not be inconsistent with the terms of this Agreement and shall not be considered as evidence or as precedent by any administrative agency, arbitrator or board of arbitration with respect to any grievance which may arise at that College or any other College.

3. If a matter has not been satisfactorily resolved through special conference, the concerned party(ies) may file a grievance (pursuant to Section D below).

B. The term "grievance" shall mean a faculty member's, or a group of faculty members', or the Federation's expressed dissatisfaction, presented in writing, with aspects of employment or working condition under the Agreement or the discriminatory application of a rule or regulation.

C. Of the three parties in B. above, the one filing the grievance shall be the grievant.

D. The following steps shall be followed for the processing of grievances:

STEP ONE

1. Within thirty (30) calendar days after the grievant could reasonably have been aware of the alleged violation, or within thirty (30) calendar days after the date of the last special conference (under Section A. above) if any, held to specifically discuss the matter being grieved, the grievant (or his/her representative) shall hand deliver a written and dated grievance to the President of the College or his/her designee. If hand delivery is not possible, the grievance shall be sent certified mail, return receipt requested. The clock may be stopped during all recesses in excess of seven (7) calendar days as established in accordance with Article 43, Academic Calendar, provided the grievant or his/her representative notifies the College in writing. The clock shall start again at the conclusion of the recess. The nature of the grievance, including relevant facts, the provision(s) of the Agreement alleged to have been violated, where relevant, and the adjustment or remedy sought shall be stated.

2. The President of the College or his/her designee shall arrange a meeting within fifteen (15) calendar days of receipt. The meeting shall be among the grievant, a Federation representative and the President of the College or his/her designee, except as noted in H. and J. below. Each party is also entitled to have another person present for the sole purpose of taking notes. Within fifteen (15) calendar days of such meeting, a written answer to the grievance shall be forwarded by the President of the College or his/her designee to the grievant with a copy to the Federation. The Federation's copy shall be sent to the address specified in the grievance.

STEP TWO

1. In the event the grievance is not settled in Step 1, the grievant or his/her representative may present his/her grievance at Step 2 within fifteen (15) calendar days of receipt of the Step 1 answer. At this step the grievance shall be presented in writing to the Chancellor. Within fifteen (15) calendar days of receipt, the Chancellor or his/her designee shall arrange for a meeting among the grievant, a Federation representative and the Chancellor or his/her designee, except as noted in H. and J. below. Each party is also entitled to have another individual present for the sole purpose of taking notes. Such meetings shall normally be conducted at the campus where the grievance arose. Within fifteen (15) calendar days of the Step 2 meeting, a written answer to the grievance shall be forwarded by the Chancellor or his/her designee to the grievant with a copy to the Federation. The Federation's copy shall be sent to the address specified in the grievance.

E. Grievances Arising from Actions of the Chancellor

In cases involving grievances resulting solely from directions or actions of the Chancellor, the grievance shall be filed in writing directly with the Chancellor within thiry (30) calendar days after the grievant could have reasonably been aware of the alleged violation. The clock may be stopped during all recesses in excess of seven (7) calendar days as established in accordance with Article 43, Academic Calendar, provided the grievant or his/her representative notifies the Chancellor in writing. The clock shall start again at the conclusion of the recess. Within fifteen (15) calendar days of the filing of the grievance, the Chancellor or his/her designee shall arrange a meeting among the grievant(s), the Federation Representative(s), and the Chancellor or his/her designee except as noted in H. and J. below. Each party is also entitled to have another individual present for the sole purpose of taking notes. Within fifteen (15) calendar days after such meeting, the Chancellor or his/her designee shall forward a written answer to the grievant with a copy to the Federation at the address specified in the grievance.

Such meetings shall normally be conducted at the Office of the Chancellor. If the grievance is not then resolved, it may thereafter be processed directly to arbitration under the arbitration provisions of this Agreement.

F. The filing or pendency of a grievance under the provisions of this article shall not prevent the Vermont State Colleges or its representatives from taking the action complained of, subject, however, to the final decision of the grievance, unless such action would be irreversible if the decision were in favor of the grievant.

G. Failure of the grievant to comply with the time limitations of the grievance steps set forth in this article shall preclude any subsequent filing of the grievance. Failure by the administration to comply with the time limitations in this article shall permit the grievance to be processed automatically to the next step. The time limitations set forth in D. and E. above may be extended by mutual agreement.

H. Nothing in this article shall require a grievant to seek the assistance of the Federation or its representative(s) in any grievance preceeding. The grievant may represent himself/herself or be represented by counsel of his/her own choice. If a grievant elects not to be represented by the Federation, the Federation may not intervene, provided that:

1. The grievant notifies the Federation in advance of any formal grievance under D. and E. above and of the time and place of such meeting; and
2. The grievant shall forward to the Federation a copy of the grievance at each step; and
3. The College or the Chancellor shall promptly provide the Federation with a copy of its answer to the grievance at each step of the proceeding. The Federation shall have the right to respond in writing to the final answer (with such response, if any, included as part of the personnel record); and
4. No disposition of any such grievance at any such meeting shall contravene, violate, or be inconsistent with any provision of this Agreement, applicable law, or applicable arbitration award; and
5. The disposition of any such grievance shall be without precedent or prejudice to a grievance involving a different grievant(s) or

subject matter.

I. At grievance meetings, each side may take written notes only.

J. Time of all grievance meetings shall be arranged to have as little loss of working time as possible. No pay or benefits shall be lost by the grievant or witnesses called by either party for the purpose of attending grievance meetings. A witness shall be excused from his/her academic and professional responsibilities and duties only at such times and on such dates as he/she is required to give testimony. Observers may not attend grievance meetings without the consent of both parties.

K. Written communications required as part of the grievance procedure shall either be hand delivered or sent via U.S. Postal Service, certified mail, return receipt requested.

L. The following procedure shall be utilized whenever the College is contemplating the imposition of a disciplinary penalty on a faculty member:

1. The President or a designee shall notify the faculty member in writing what disciplinary action/penalty the College is contemplating. Such notice shall include a description of the alleged acts and conduct, including references to dates, times, and places.
2. Upon written request by either party, an informal meeting with the President or designee shall be held no later than one week after the faculty member receives notice of disciplinary action/penalty greater than a written reprimand. The meeting shall not be public; a representative of the Federation and/or the faculty member's counsel may be present. No written reprimand proposed as a disciplinary penalty shall be binding and effective that has not been the subject of the meeting provided in this

section unless the faculty member waives the right to this meeting by failing to request the meeting. Any written reprimand shall be placed in the faculty member's personnel file within thirty (30) days of the oral reprimand and shall be subject to the provisions of Article 24, Personnel Files.

3. The imposition of a disciplinary penalty of demotion, suspension, or dismissal shall be subject to grievance under Article 14, Grievance Procedure. In cases of disciplinary grievances, Step One shall be automatically waived.
4. The purpose of a Step Two Hearing in a disciplinary grievance shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. In the case of a disciplinary grievance over a penalty of suspension or dismissal imposed by the College, the faculty member may waive in writing Step Two and proceed to the Vermont Labor Relations Board.
5. A faculty member shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline.

ARTICLE 15

ARBITRATION

A. Any grievance, which has not been satisfactorily adjusted under the Grievance Procedure, may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.

B. Each party shall bear the expense of preparing and presenting its own case.

C. If the Vermont State Colleges or the Federation challenges the Vermont Labor Relations Board's finding regarding arbitrability or non-arbitrability, it may, within thirty (30) calendar days after receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter.

D. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

E. No pay or benefits shall be lost by the grievant or a reasonable number of witnesses called by either party or called under subpoena for the purpose of attending arbitration hearings. A witness shall be excused from his/her academic or professional responsibilities only at such times and on such dates as he/she is required to give testimony. No observer shall be precluded from attending arbitration hearings on his/her own time.

ARTICLE 16

LAYOFF

A. Should layoff become necessary, a tenured faculty member shall be laid off according to the provisions of this article. A non-tenured faculty member shall not be eligible for layoff.

B. Layoff shall take place only after the College experiences any one of any combination of the following bona fide circumstances or conditions:

1. Demonstrable financial exigency
2. Program or discipline curtailment
3. Declining enrollment in a department or program

C. The magnitude of the layoff shall be commensurate with the financial exigency, program or discipline curtailment or decline in enrollment necessitating such layoff.

D. 1. In the event the layoff of tenured faculty becomes necessary, staffing needs, based on program or discipline offerings, shall serve as the guideline for such layoff and tenured faculty shall only be laid off after consultation with the Faculty Assembly on the curriculum impact, in accordance with Article 18, and only in departments, disciplines or programs affected by the conditions set forth in B and C above.

2. Before tenured faculty members shall be laid off, those teaching part-time, including administrators, in the department, discipline, or program affected, shall not be rehired and non-tenured members of the department, discipline or program affected shall not be reappointed when, according to Article 20, they are next scheduled to be reappointed provided that the tenured faculty

members are qualified to fill the instructional requirements of the department, discipline, or program affected. "Qualified" shall mean that faculty members are able to present reasonable evidence that they can fill the instructional requirements of the department, discipline, or program.

3. Tenured faculty shall be laid off in the inverse order of seniority in the department, discipline, or program affected, as determined by the number of semesters of full-time teaching service to the department, discipline or program as described in I. below, provided that the fitness and ability of tenured faculty members with more seniority are relatively equal to the fitness and ability of tenured faculty with less seniority in the department, discipline, or program affected.
4. The decision to layoff a tenured faculty member is grievable and arbitrable on its merits and its procedures.

E. The President shall notify a tenured faculty member in writing that he/she is to be laid off by December 1 of the year preceding the layoff. This written notification shall contain the reasons for said layoff.

F. Before any new faculty are hired in any department, discipline, or program which has experienced layoffs, the laid off faculty shall be offered the opportunity for rehire in the inverse order of their layoffs under the conditions set forth in K. below (last person laid off is rehired first).

G. If courses are cancelled during the year, the College may assign to the faculty member involved professionally relevant duties on a basis proportionate to the number of his/her credits that did not carry.

H. Before a faculty member is laid off, he/she shall be offered

appointment to any existing vacancy for which he/she is professionally qualified, first on his/her own campus and, if no such vacancy exists, then within the System.

I. Before determining the length of full-time teaching service to the department, discipline, or program, all faculty who have in the past been transferred into the department, discipline, or program shall be transferred back to their former department, discipline, or program, if it still exists. When the number of semesters of full-time teaching service is equal, the individual first appointed to the department, discipline, or program shall have seniority. The date of appointment shall be taken as the date of the letter which appointed the individual as a full-time member of the department, discipline or program in accordance with the provisions of Article 19 and Article 20.

J. Upon request by the Federation, a College shall provide the Federation with a list containing the date of original appointment to the department, discipline, or program of all faculty.

K. Persons removed as a result of layoff shall be appointed in any full-time teaching position for which they qualify at the Colleges for a period of three (3) years, and must accept such appointment within thirty (30) days after receipt of such offer, such acceptance to take effect not later than the beginning of the academic year immediately following the date such offer was made. Laid off faculty will be credited with their original date of appointment for the purpose of determining years of service if they are recalled within three (3) years of layoff, and with all rights and privileges that they had accumulated prior to layoff.

ARTICLE 17

ADVISING AND REGISTRATION PROCEDURE

The advising and registration of students shall conform to the following guidelines:

A. Entering students shall be assigned faculty advisors according to their area of interest and students who have no predetermined area of interest shall be assigned an advisor from the faculty. After consultation with the appropriate department chairperson or program coordinator, an administrator may be assigned an advisee(s) where such assignment is considered to be in the best interest of the student(s).

B. Procedures for registration shall be established by each College after consultation with the Federation.

C. Once procedures are established they shall remain in effect until either a College or the Federation initiates a proposal for change, which shall then be considered under B.

D. If there is disagreement, the faculty member and the Dean or appropriate administrative official shall discuss the maximum number of students allowed to register in each course before decision by said Dean or other designated official. This said maximum number shall be established within the provision of Article 23, Workload.

ARTICLE 18

FACULTY GOVERNANCE

A. The Federation, as elected bargaining agent, retains the exclusive right to negotiate and reach agreement on all matters pertaining to wages, benefits, and terms and conditions of employment. Without waiving this right, the Federation recognizes the desirability of some form of democratic faculty governance in areas of academic concern. Such faculty governance shall be implemented through a Faculty Assembly on each campus, consisting of all full-time faculty and ranked librarians only. Presidents and their representatives may request and shall be granted invitations to meetings of the assembly and its committees to present and discuss administrative proposals in the area listed in C. below.

B. The existence of the Faculty Assembly as an instrument of faculty governance shall not preclude the President from holding a reasonable number of faculty meetings, with reasonable notice in cases other than emergencies.

C. Recognizing the final determining authority of the President, matters of academic concern shall be initiated by the Faculty Assembly or by the President through the Faculty Assembly which shall consider the matter and respond within a reasonable time. Such matters shall include:

1. The selection of department chairperson, program coordinators or other instructional academic unit coordinators, to be elected periodically by secret ballot by members of that unit. In the event that the President believes the selection is not in the best interest of the College, he/she may veto the selection and a new election will be held to select a different candidate which may

also result in a Presidential veto. The duties of the chairperson are delineated in Appendix H of this Agreement. The President shall retain the right to remove the chairperson from his/her position for failure to carry out such duties satisfactorily. In such a case, the above procedure shall be used in selecting a replacement.

2. Curricular policy and curricular structure. Any proposal to abolish course offerings must be considered under the terms of this paragraph.
3. Library policies and acquisitions policy.
4. Requirements for degrees and granting of degrees.
5. Policies for recruitment, admission and retention of students.
6. The development, curtailment or reorganization of academic programs.

D. The responsibilities of faculty shall include the initial assignment of their courses and arrangement of their schedules. Such scheduling shall be coordinated by the department chairperson, where present, or by the appropriate academic unit coordinator. Every reasonable effort shall be made, within the department or other appropriate academic unit, to accommodate the desires of the members and to develop a viable schedule, subject to administrative approval. The Unit coordinator shall submit in writing to the designated administrator and to the faculty concerned, the unit's schedule; the faculty member's preferences, given in priority order, shall also be supplied to said administrator. Should a dispute arise within a department or other appropriate academic unit, it shall be resolved by the appropriate administrative officer. In the event

that the College must either resolve a dispute or revise a departmentally-arranged schedule, the appropriate administrator shall make every reasonable effort to act in accordance with the preferences in order of priority.

ARTICLE 19

FACULTY EVALUATION

A. The evaluation of faculty shall be used to improve instruction and to aid in determining whether or not a faculty member shall be reappointed, promoted or tenured.

B. Performance Areas

1. The following performance areas shall be considered in the performance evaluation of a faculty member for reappointment, promotion, and tenure:

a. Teaching Effectiveness, which shall include the faculty member's:

1. Knowledge of the subject matter
2. Effectiveness in communicating such knowledge by means or methods such as lecture, discussion, demonstration, laboratory exercise, practical experience, and direct consultation with students
3. Ability to help students think critically and creatively

b. Scholarly and Professional Activity, which shall include but not be limited to achievements and projects such as:

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1. Published books or treatises and publication in professional journals
2. Submission of material for publication or evidence of research in progress leading toward scholarly publication
3. The exhibition of creative works, show and performance credits, etc. when they are appropriate to the field of study
4. Development of improved instructional materials or methods
5. Curriculum development, with special emphasis on program development
6. Presentations to and positions in professional organizations
7. Obtaining grants, contracts or similar financial support from government, foundations, or other external sources for scholarly purposes
8. Applying for such grants, contracts or similar financial support referred to in (7) above
9. Acquiring a degree other than the appropriate VSC required minimum degree at time of appointment

c. Service to College and Community, which shall include but shall not be limited to activities such as:

1. Serving on departmental and college committees
2. Serving as department chairperson or program coordinator
3. Having responsibility in accreditation and reaccreditation activities
4. Advising students and student organizations
5. Working with civic and political groups, municipal or state governmental agencies, primary or secondary schools in the State, and community groups
6. Holding public office
7. Serving in the VSC Faculty Federation, as provided for in Article 5(D)
8. Obtaining grants, contracts or similar financial support from government, foundations or other external sources for academic support purposes
9. Applying for such grants, contracts or similar financial supports referred to in (8) above 1/

d. The Special Work of Librarians, which shall be considered in addition to their performance in (a), (b), and (c) above, shall include but not be limited to work such as:

1. Helping students and faculty use the library
2. Developing the collection

3. Working with other librarians within the Vermont State Colleges and outside of it
4. Training library staff
5. Managing the library
6. Overseeing student workers
7. Coordinating use of audio-visual equipment and teaching faculty, staff, and students how to use this equipment

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1/ A faculty member may not use the same grant activity (See (b) (7) and (8) and (c) (8) and (9)) as evidence of both scholarly and professional activity and service to college and community.

C. Procedure

1. Dates

a. The dates by which the stages of the reviews for reappointment, promotion, and tenure must be completed are:

	1st year Reappointment	2nd & 3rd year Reappointment	4th year Reappointment	Promotion & Tenure
Committee's file closes	Jan. 2	Nov. 15	Jan. 2	Feb. 1
Committee's letter in file	Feb. 6	Dec. 20	Feb. 6	March 6
Dean's letter in file	Mar. 1	Feb. 1	March 1	April 1
Response of faculty member to Dean's letter, if any, in file	Within ten days of the placement of the Dean's letter in file	Within ten days . . .	Within ten days . . .	Within ten days . . .
President decides	April 1	March 1	April 1	May 1

b. It is understood that the file closing dates above do not apply to any written evaluations of faculty based on administrative observation of classes pursuant to section F below. Such written evaluation may be placed in the faculty member's file any time up to the date for the 'Dean's letter' to be submitted.

It is further provided that regardless of when the written evaluation of the classroom observation is placed in the file, the faculty member will have ten (10) days from receipt of the evaluation to place his/her response in his/her personnel file.

2. Self-evaluation

a. A faculty member in his/her fourth year of service who is being reviewed for reappointment to fifth and sixth years of service must write a self-evaluation. The self-evaluation shall present reasons from the faculty member as to why he/she should be reappointed and shall assess his/her progress toward tenure in each of the performance areas listed in (B.) above.

b. A faculty member in his/her sixth year of service who is being reviewed for tenure must also write a self-evaluation. The self-evaluation shall assess how the faculty member's work in each of the performance areas listed in (B) above meets the standards for tenure.

c. A faculty member being reviewed for a personnel action other than those mentioned in (a) and (b) above may write a self-evaluation.

d. A self-evaluation must be placed in the faculty member's personnel file by the appropriate file closing date.

3. The Faculty Committee

a. A committee established by each Faculty Assembly shall review each faculty member who is a candidate for reappointment, promotion, and/or tenure. The committee shall evaluate the faculty member's work in the performance areas listed in (B) above using, as appropriate, the standards set forth in Article 20, Appointment and Reappointment, Article 21, Promotion, and Article 22, Tenure. The committee's evaluation shall be

incorporated into a letter of recommendation that shall be placed into the faculty member's file no later than

1. February 6 in the first year of service.
2. December 20 in the second and third year of service.
3. February 6 in the fourth year of service.
4. March 6 in the sixth year of service or year in which the faculty member is seeking promotion.

b. At least ten (10) days prior to the appropriate date in (a) above, the committee shall send a copy of its tentative letter of recommendation to the faculty member.

c. The faculty member may respond to the committee's letter orally or in writing or both within seven (7) days of the sending of the letter.

d. The committee may amend its letter in light of the faculty member's response.

e. The committee chairperson shall have the right to meet with the Dean prior to the Dean's evaluation to explain, highlight, or otherwise elaborate the committee's recommendation.

f. After the committee's evaluation and prior to the Dean's evaluation, the faculty member shall also have the right to meet with the Dean to explain, highlight or otherwise elaborate the committee's recommendation and his/her self-evaluations.

g. No grievance may be filed under this Agreement which is based in whole or in part upon the actions of the faculty committee.

4. The Dean

a. After the committee has place its letter of recommendation into the faculty member's file, the Dean shall review the faculty member for reappointment, promotion, and/or tenure. The Dean shall evaluate the faculty member's work in the performance areas listed in (B) above using, as appropriate, the standards set forth in Article 20, Appointment and Reappointment, Article 21, Promotion, and Article 22, Tenure. The Dean's evaluation shall be incorporated into a letter of recommendation that shall be placed in the faculty member's file no later than

1. March 1 in the first year of service.
2. February 1 in the second and third year of service.
3. March 1 in the fourth year of service.
4. April 1 in the sixth year of service or for any year in which the faculty member is seeking promotion.

b. Within ten (10) days of the Dean's placing his/her letter of recommendation into the file of the faculty member, the faculty member may comment on it to the President orally or in writing.

5. The President

The President shall decide whether a faculty member shall

be reappointed, promoted, or tenured according to the provisions of this Agreement.

6. The only written material that the committee and the Dean may use in conducting the reviews discussed in 3 and 4 above and that the President may use in judging the performance of a faculty member is the material placed in a faculty member's personnel file by the appropriate dates and those student evaluations not yet entered into the personnel file as provided for in (E), Student Evaluations, below.

D. Years of Service: Policies

1. For purposes of reappointment, promotion, and tenure, a faculty member appointed in mid-year shall be considered to have begun his/her first full year of employment at the beginning of the subsequent fall semester.

2. For purposes of reappointment, promotion and tenure, years of service shall not include years or portions of years during which a faculty member was on an unpaid leave of absence.

3. A faculty member who lacks one semester of the required years of service for review for reappointment, promotion, or tenure shall be eligible for such review in the following academic year.

4. A faculty member who leaves the employ of the College for any reason, except layoff, shall lose all service credit previously accrued unless re-employed by the College within one calendar year.

5. Only a faculty member's second year on terminal appointment shall be considered a year of service for purposes of reappointment, promotion, tenure, sick leave and layoff.

E. Student Evaluations

1. Student evaluation forms shall be designed at each College by agreement among the committee of the Faculty Assembly referred to in C.3. above, a committee selected by students, and the President or his/her designee. Evaluation forms shall include written statements of opinion. The form must be designed by November 1 for use in that academic year or longer.

2. All student evaluations used for purposes of evaluation for reappointment, promotion, and tenure must be signed. The signature shall be separated from the body of the evaluation and withheld from the faculty member unless the evaluation becomes evidence in a subsequent grievance over the President's decision not to reappoint, promote, or tenure the faculty member, except that a place for optional signature shall also be provided on the body of the evaluation.

3. Evaluation forms shall be given to the instructor by the administration, filled out by the students in the absence of the instructor, and collected and returned to the designated administrative office by a student chosen by the instructor. For full semester courses, the evaluation shall be conducted during the tenth, eleventh or twelfth weeks of classes at the discretion of the faculty member; for modular

courses, when between 70-80% of the scheduled class meeting times have passed.

4. Signed evaluations shall be immediately available for evaluation purposes, but shall not be available to the instructor, or be inserted into the personnel file, until the conclusion of the course.
5. Unsigned student evaluations shall be returned to the faculty member within sixty (60) days of filing.
6. The most recent three years of student evaluations shall be retained in the files, and they must comprise all those generated by the faculty member's courses for the three-year period.
7. No copies, typescripts or extracts of the original evaluation shall be made without the faculty member's written consent.
8. Each fall semester after the first year of service, the Dean or his/her designee shall meet with a faculty member and discuss his/her student evaluations for the preceding year. Should the Dean or his/her designee fail to meet with the faculty member, the student evaluations for the preceding year may not be used to support a negative personnel action.
9. In assessing teaching effectiveness as provided for in B. above, student evaluations shall only be used in conjunction with other sources of information about a faculty member's teaching such as administrative observations, peer evaluations, and self-evaluations.

10. When any officer of the College assesses the student evaluations of a faculty member in the process of producing a decision on reappointment, promotion or tenure, the criteria employed in such assessment shall be those provided in Article 19 (B) (1) (a).

F. Administrative Observation of Classes

1. Before the Dean or his/her designee visits the class of a faculty member, he/she shall meet with the faculty member and review the faculty member's syllabus, outline, or plan for the course.
2. The observation of a faculty member's class by the Dean or his/her designee shall deal only with the classroom management and other matters related to instructional methodology.
3. Within two weeks of the classroom observation, the Dean or his/her designee shall meet with the faculty member to discuss the observation. Within two weeks of this meeting the Dean or his/her designee shall give the faculty member a written evaluation of the observed class.
4. Subsequent observations shall be done at the option of either the faculty member or the Dean or his/her designee.
5. The faculty member and the Dean or his/her designee may agree to use an evaluation technique other than classroom observation.

G. Review of Tenured Faculty

Review of tenured faculty shall be conducted every five years after the academic year in which they received tenure using the performance areas and procedures set forth in this article, except that the review shall be exclusively administrative.

H. Degrees

1. A VSC required minimum degree or an approved substitute is a requirement for promotion and tenure, except as provided in Appendix E.
2. Appendix E lists the VSC required minimum degrees as of July 30, 1986. After consultation with the Federation, the Colleges may add or delete degrees from this list.
3. By December 1 of the first year of service, the President shall give a faculty member preliminary notification in writing that he/she has or does not have a VSC required minimum degree.
4. By March 1 of the third year of service, the President shall give a faculty member final notification in writing that he/she has or does not have the VSC required minimum degree or the President shall notify the faculty member in writing that the Board of Trustees is actively discussing changing the VSC required minimum degree at issue, in which case the VSC shall give final notification in writing to a faculty member by September 1 of the fourth year of service. Once final notification has been given to a faculty member that he/she has the VSC required minimum degree, the Vermont

State Colleges shall not change the degree requirements for that faculty member.

5. a. By January 1 of the first year of service, a faculty member who does not possess a VSC required minimum degree may offer professional experience, attainment, and/or training which may represent a substitution for an appropriate required minimum degree.

b. Within six months of receiving a request from the faculty member to do so, the President shall decide whether the factors in (a) above shall constitute a substitution for an appropriate required minimum degree and shall provide the faculty member with a written statement of his/her decision. The decision of the President shall not be grievable or arbitrable.

c. In evaluating a request for substitution for a required minimum degree, the President may seek the advice of a recognized person or persons in the same career/professional fields and/or the advice of an ad hoc committee established to evaluate the level of professional achievement. Such individuals and/or committee members, either from within or without the College, shall be selected by the President after consultation with the Chancellor and the appropriate department chairperson.

d. The President shall give reasons for a negative decision only when that decision contradicts the recommendation of the individuals and/or the committee

mentioned in C. The reasons of the President shall not be grievable or arbitrable.

e. The decision of the President that a faculty member has a substitution for a VSC required minimum degree shall not be rescinded.

ARTICLE 20

APPOINTMENT AND REAPPOINTMENT

A. "Appointment" shall mean initial full-time employment as a faculty member by the Vermont State Colleges.

B. The appointment process shall be the following:

1. When a bargaining unit position becomes available, the Dean or his/her designee shall consult with a committee of the appropriate department, if available, about the advertisement for the position and the publications in which the advertisement should be placed. Initial advertisement for a full-time faculty position at a College shall be made by the President of that College, or his/her designee.
2. Applications for full-time positions shall go to the Dean or his/her designee. After preliminary review, the Dean or his/her designee shall forward all applications to the appropriate departmental committee, if available.
3. The departmental committee shall review all applications and return them, together with all recommendations, within fifteen days after submission to the committee.
4. The Dean or his/her designee shall decide which applicants shall be invited to the campus.
5. Applicants shall be interviewed by the Dean or his/her designee and by the departmental committee, if available, and all recommendations shall be forwarded to the President.
6. The President shall decide which applicant shall be appointed.

C. 1. When a prospective faculty member is offered a position at a College, he/she shall be provided with a copy of this Agreement, a copy of the local faculty handbook, if any, and an individual notice of appointment.

2. The notice of appointment shall include:

a. The College and the department(s), discipline(s), or program(s) to which the faculty member has been appointed

b. The dates for which the appointment is effective

c. The designated rank

d. Salary, fringes, total compensation

e. Teacher's Oath (Title XVI, V.S.A. Sec. 12)

f. A statement that the College has a limit on the percentage of full-time faculty that may be tenured and promoted to the senior ranks (See Article 21 and Article 22) and what the existing percentages are

g. If applicable, a statement that the appointment is terminal (See G below)

D. Faculty appointed in mid-year shall accrue sick leave and seniority for purposes of layoff in their first semester.

E. Only a newly hired faculty member who does not have the VSC required minimum degree or who has the required degree but does not have three full years of collegiate teaching, applicable business experience or other applicable experience shall be appointed to the rank of instructor. All other faculty shall be appointed to the rank of assistant professor, associate professor, or professor, at the discretion of the President.

F. By September 15 of each year, the VSC shall inform the Federation in writing of the rank of each newly appointed faculty member.

G. 1. A terminal appointment shall mean an appointment to the College for a specified term not to exceed one year which cannot be renewed. A faculty member on a terminal appointment shall be informed at the time of his/her appointment of the duration of the appointment and the College shall be under no obligation to provide any further notice of termination.

2. A College may give a faculty member a maximum of two one-year terminal appointments. If a faculty member serves two years on terminal appointment and is then hired on a regular full-time basis, he/she shall receive credit for one year prior service for purposes of reappointment, promotion, tenure, sick leave and layoff.

H. "Reappointment" shall mean full-time employment by the Vermont State Colleges of a non-tenured faculty member after the first year of full-time employment.

I. Notice Dates

1. Except for a faculty member on terminal appointment, reappointment will be presumed unless there is written notification of non-reappointment no later than:

   a. April 1 in the first year of service as to whether a faculty member shall be reappointed to a second year of service.

   b. March 1 in the second or third year of service as to whether a faculty member shall be reappointed to a third or fourth year of service.

   c. April 1 of the fourth year of service as to whether a faculty member shall receive a two-year reappointment to fifth and sixth years or whether the fifth year of service shall be the

faculty member's last year of employment with the Colleges.

d. May 1 of the sixth year of service as to whether a faculty member shall be tenured effective at the beginning of his/her seventh year of service or whether such seventh year of service shall be the faculty member's last year of employment with the Colleges.

2. Reappointment of Faculty Appointed at Midyear

a. Unless the faculty member's appointment is a terminal appointment, the President must notify a faculty member appointed in midyear in writing by April 15 of the first semester of service that he/she shall not be employed in the following academic year.

b. Should the President not send a faculty member such written notification by April 15, the reappointment of the faculty member shall be presumed.

J. Reappointment to a Second, Third, and Fourth Year of Service

1. Unless a faculty member's appointment is terminal (See Article 20 (G)) during his/her first, second, and third years of service, he/she shall be reviewed for reappointment according to the provisions of Article 19 and this Article.

2. The President shall decide whether or not a faculty member shall be reappointed to a second, third, or fourth year of service according to the provisions of Article 19 and this Article. In making this decision, the President shall consider only the performance of the faculty member and the faculty staffing needs at the College.

3. In reviewing the performance of the faculty member, the President shall consider all evaluative material as provided in Article 19

(C) (6), consider a faculty member's work in the performance areas listed in Article 19 (B) (1) and shall use as the standard for reappointment the faculty member's growth toward tenure and his/her demonstrated potential for meeting the standards for tenure.

4. A decision of the President not to reappoint a faculty member to a second, third, or fourth year of service shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims the decision violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedure for reappointment set forth in this Agreement.

K. Reappointment to Fifth and Sixth Years of Service

1. During a faculty member's fourth year of service, he/she shall be reviewed for reappointment to fifth and sixth years of service according to the provisions of Article 19 and this Article.

2. The President shall decide whether or not a faculty member shall be reappointed to fifth and sixth years of service according to Article 19 and this Article. In making this decision, the President shall consider only the performance of the faculty member and the faculty staffing needs of the College.

3. In reviewing the performance of the faculty member, the President shall; 1) consider all evaluative material as provided in Article 19 (C) (6); 2) consider a faculty member's work in the performance areas listed in Article 19 (B) (1); and 3) shall use as the standard for reappointment the faculty member's growth towards tenure and his/her demonstrated potential for meeting the standard for tenure.

4. Should the President decide not to reappoint a faculty member to fifth and sixth years of service, the written notification of non-reappointment required by Section I (1) (b) above shall contain reasons for the non-reappointment.

5. The decision of the President not to reappoint a faculty member to fifth and sixth years of service shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims that the decision is unreasonable or arbitrary or based on erroneous reasons or material or that the decision violated Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedures for reappointment set forth in this Agreement.

6. Should the President decide to reappoint a faculty member to fifth and sixth years of service, by April 1 of the fourth year of service the President shall provide the faculty member with a written assessment as to how well the faculty member is progressing toward tenure. This assessment shall not be subject to the grievance and arbitration provisions of this Agreement.

L. A faculty member in his/her fifth year of service shall not be reviewed for reappointment. However, nothing in this Article shall preclude administrative observations and student evaluations during the faculty member's fifth year of service.

M. Unless a faculty member has stated in writing that he/she will resign from the College at the end of his/her sixth year of service, a faculty member in his/her sixth year of service shall be reviewed for a reappointment with tenure as provided for in Article 22 (Tenure).

N. An untenured faculty member must sign and return any offer of the President to reappoint him/her within thirty days of receiving such an

offer. The President shall mention this obligation in any letter offering reappointment.

ARTICLE 21

PROMOTION

A. In a faculty member's third year of service at the College as an instructor, sixth year of service at the College as an assistant professor, and sixth year of service at the College as an associate professor, he/she shall be reviewed for promotion according to the provisions of Article 19 and this Article. 3/

B. Each September the President shall notify each faculty member to be reviewed for promotion as provided in (A.) above that the review will take place unless the faculty member waives in writing his/her right to be reviewed. Such a waiver must be sent to the President and the appropriate Faculty Assembly committee prior to November 1. A faculty member may waive the right to be reviewed for promotion without prejudice to future reviews.

C. Consistent with Article 19, Faculty Evaluation, the Faculty Evaluation Committee shall place its recommendations in the faculty member's personnel file no later than March 6 of that academic year.

D. The Dean or his/her designee shall place his/her recommendation in the faculty member's personnel file no later than April 1 of that academic year.

2/ A VSC required minimum degree or an approved substitute is a requirement for promotion except as provided for in Appendix F (See Article 19 (H) (1)).

E. The President shall decide whether or not a faculty member shall be promoted. In making this decision, the President shall consider only the performance of the faculty member and the limit on the percentage of faculty in the senior ranks.

In reviewing the performance of the faculty member, the President shall consider all evaluative materials as provided in Article 19 (C) (6) and the faculty member's work in the performance areas listed in Article 19 (B) (1). The President shall decide whether or not the faculty member's performance meets either one of the following standards:

1. the faculty member's teaching effectiveness, scholarly and professional growth and service to the College and community are of a high quality and represent a continuous and increasingly responsible contribution since the time of initial appointment or the last promotion;
2. the faculty member's performance in one of the three performance areas has been exceptional since the time of initial appointment or the last promotion.

F. The President shall inform a faculty member in writing by May 1 whether or not he/she has been promoted. Should the President not promote a faculty member, the President shall give the faculty member written reasons for his/her decision. These reasons shall be given as a courtesy and are not subject to the grievance and arbitration provisions of this Agreement except as provided for in (G.) below.

G. A decision of the President not to promote a faculty member shall not be subject to the grievance and arbitration provisions of this Agreement unless (1) the faculty member or the Federation claims the decision violates Article 7 (Academic Freedom), Article 8 (Anti-

Discrimination), or the procedures for promotion set forth in this Agreement; or (2) unless the faculty member or the Federation claims that the President's calculations are in error should the President deny promotion because of the limit on promotion to the senior ranks discussed in (H.) below.

H. 1. Except as provided in (2) below, the percentage of faculty members in the senior ranks shall not exceed 67% of whichever of the following two numbers is the larger:

a. the actual number of full-time bargaining unit members at the College, excluding those on terminal contract to replace on-going faculty on leave or on sabbatical but including all other faculty on terminal contract.

b. the authorized number of full-time bargaining unit positions at the College

The authorized number of full-time bargaining unit positions at a four-year college shall be the number that results when the average number of FTE students enrolled at the College over the most recent three-year period is divided by 17. For VTC, the authorized number shall be the number that results when the average number of FTE students over the most recent three-year period is divided by 13.5.

2. The percentage of faculty in the senior ranks may exceed 67% of the larger number in (1) above if the President decides that affirmative action needs or the best interests of the College require it. The decision of the President that neither affirmative action needs nor the best interests of the College require that the percentage of faculty in the senior ranks exceed

67% of the larger number in (1) above shall not be subject to the grievance and arbitration provisions of this Agreement.

3. In making the calculations required in (1) above, the President shall:
   a. take into consideration all that he or she can reasonably be expected to know as of April 30 about the faculty staffing situation (resignations, retirements, special positions, etc.) for the upcoming academic year.
   b. use the number of authorized positions for the upcoming year.
4. By April 15 the Chancellor's Office shall notify the Federation in writing of the authorized number of bargaining unit positions at each College for the upcoming year.
5. By September 15 the Chancellor's Office shall notify the Federation in writing of:
   a. the percentage of the actual number of bargaining unit members at each College in the senior ranks, excluding those on terminal contract to replace on-going faculty on leave or on sabbatical but including all other faculty on terminal contract
   b. the percentage of the authorized number of bargaining unit positions at each College that are held by faculty in the upper ranks

I. Should a promotion be denied, a faculty member shall be reviewed again for promotion in any subsequent year, provided that by November 1 he/she requests the appropriate Faculty Assemby committee, the Dean, and the President to conduct such a review.

J. A faculty member may request and shall be granted early review for

promotion by asking the appropriate Faculty Assembly committee, the Dean, and the President by November 1 to conduct such a review. A faculty member may request such early review only once prior to each scheduled review. (See A. above).

ARTICLE 22

TENURE

A. "Tenure" shall mean the right of a faculty member to continuing employment unless dismissed for cause. Such dismissal may be initiated as a result of the review of tenured faculty provided for in Article 19.

B. "Cause" shall be defined as:

1. Incompetence
2. Prolonged mental or physical incapacity
3. Gross misconduct
4. Repeated and serious neglect of duty
5. Conviction of a serious crime

C. A tenured faculty member may be laid off in accordance with the provisions of Article 16, Layoff.

D. Unless a faculty member has stated in writing that he/she will resign from the College at the end of his/her sixth year of service, a faculty member in his/her sixth year of service shall be reviewed for tenure according to the provisions of Article 19 and this Article. 4/

E. Consistent with Article 19, Faculty Evaluation, the Faculty Evaluation Committee shall place its recommendation in the faculty member's personnel file no later than March 6 of that academic year.

F. The Dean or his/her designee shall place his/her recommendation in the faculty member's personnel file no later than April 1 of that academic year.

3/ A VSC required minimum degree or approved substitute is a requirement for tenure. (See Art. 19 (H) (1)).

G. The President shall decide whether or not a faculty member shall be tenured. In making this decision, the President shall consider only the performance of the faculty member, the faculty staffing needs of the College and the limit on the percentage of faculty with tenure.

In reviewing the performance of the faculty member, the President shall consider all evaluative materials as provided in Article 19 (C) (6) and the faculty member's work in the performance areas listed in Article 19 (B) (1).

The President shall decide whether or not the faculty member's performance meets the tenure standard of excellence in teaching, substantial scholarly and professional activity, and significant service to the College and community.

H. The President shall send the faculty member written notification by May 1 of whether or not he/she has been awarded tenure. Should the President decide not to award tenure to a faculty member, the President's written notification shall contain the reasons for this decision and shall inform the faculty member that his/her seventh year is his/her final year of service.

I. 1. The decision of the President not to award tenure to a faculty member shall not be subject to the grievance and arbitration provisions of this Agreement unless the faculty member or the Federation claims that the decision is unreasonable, arbitrary or based on erroneous reasons or material or that the decision violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination), or the procedures for granting tenure set forth in this Agreement. A decision to deny tenure to a faculty member based solely on the tenure limits shall not be grievable and arbitrable except for allegations that the calculations are in

error or that the procedure for granting tenure set forth in this Agreement have been violated.

2. If in the arbitration of any grievance arising under J (1) above, the Vermont Labor Relations Board finds that the College violated the Agreement, it shall determine the appropriate remedy. It is further provided, however, that the VLRB shall not substitute its judgment for that of the academic community regarding the merits of a tenure case. In those cases where the VLRB determines that the decision of the President not to award tenure violates Article 7 (Academic Freedom), Article 8 (Anti-Discrimination) or that it is unreasonable or arbitrary or based on erroneous reasons or materials, the Board shall remand the case to a system-wide ad hoc committee composed of two members from each of the other three campus Colleges, one of them being selected by the Faculty Federation and one by the administration of each of the respective Colleges. The seventh member, who shall preside, shall be chosen from outside the Vermont State Colleges by mutual consent of the College and the grievant. The seventh member must be a specialist in the grievant's major teaching field. Such committee shall bold a hearing within sixty days of the Board's remand and shall issue its decision within thirty days of its hearing. The selection of the seventh member shall be in accordance with the following procedure:

a. The Colleges and the grievant shall each list three specialists in the grievant's major teaching field from outside the Vermont State Colleges. If there is a match between the lists, that individual shall be appointed as the

seventh member. If two or more persons are on both lists, the grievant shall select which of these persons shall be the seventh member.

b. If there is no match, and if no person suggested by the Colleges is acceptable to the grievant, the process in (a) shall be repeated and the names of different people shall be listed.

c. If there is still no match after the procedures in (b) have been followed, the parties shall obtain a list of three professionals from an appropriate professional organization relating to the faculty member's major teaching field. Each side shall then prioritize two names on the list. The highest priority match shall be appointed as the seventh member.

d. The Chancellor and the President of the Federation shall mutually endeavor to expedite the selection process as much as possible. The Colleges and the Federation shall each pay one-half of the expense of the seventh member of this committee.

J. 1. Except as provided in (2) below, the percentage of faculty members who have tenure shall not exceed 70% of whichever of the following two numbers is the larger:

a. the actual number of full-time bargaining unit members at the College, excluding those on terminal contract to replace on-going faculty on leave or on sabbatical but including all other faculty on terminal contract.

b. the authorized number of full-time bargaining unit positions at the College.

The authorized number of full-time bargaining unit positions at a four-year college shall be the number that

results when the average number of FTE students enrolled at the College over the most recent three-year period is divided by 17. For VTC, the authorized number shall be the number that results when the average number of FTE students over the most recent three-year period is divided by 13.5.

2. The percentage of tenured faculty may exceed 70% of the larger number in (1) above if the President decides that affirmative action needs or the best interests of the College require it. The decision of the President that neither affirmative action needs nor the best interests of the College require that the percentage of faculty with tenure exceed 70% of the larger number in (1) above shall not be subject to the grievance and arbitration provisions of this Agreement.
3. In making the calculations required in (1) above, the President shall:
   a. take into consideration all that he or she can reasonably be expected to know as of April 30 about the faculty staffing situation (resignations, retirements, special positions, etc.) for the upcoming academic year
   b. use the number of authorized positions for the upcoming year
4. By April 15 the Chancellor's Office shall notify the Federation in writing of the authorized number of bargaining unit positions at each college for the upcoming year.
5. By September 15 the Chancellor's Office shall notify the Federation in writing of:
   a. the percentage of the actual number of bargaining unit members at each college with tenure, excluding those on terminal

contract to replace on-going faculty on leave or on sabbatical but including all other faculty on terminal contract.

b. the percentage of the authorized number of bargaining unit members at each college with tenure.

ARTICLE 23

WORKLOAD

"The normal individual workload shall be 24 credit hours or its equivalent per year. Overload work shall be compensated at the following minimum rates:

Instructor/Assistant Professors	$400 per credit
Associate Professors	$450 per credit
Professors	$500 per credit

For the duration of this Agreement, however, faculty shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule. In determining what is "excessive" or "unreasonable" under this paragraph, current practices in the Colleges shall be one of the important elements to be considered. The number of courses and number of different course preparations per faculty member shall remain at the normal and customary number for that department. In making assignments, due consideration shall be given to time devoted to co-curricular activities, such as coaching, direction of student teaching and independent studies, advising student newspapers and clubs, directing dramatic or musical productions, and directing athletic programs. In addition, the faculty agree to post and maintain reasonable office hours, and to participate in the operations of their Faculty Assemblies and committees thereof as the Assemblies may require.

Department heads with five or more members in a department shall be assigned one less course per semester than the faculty average for that person's department, except that department heads with three or more members in a technical department shall be assigned one less course per semester than the faculty average for that person's department.

Department heads who have one to five part-time/adjunct faculty members in their department in a given semester will receive a stipend of $200 per semester. Department Heads with six or more part-time/adjunct faculty members in their department in a given semester will receive a stipend of $350 per semester.

The decision of the President to assign the duties regarding adjunct faculty to another faculty member, and to pay such faculty member the stipends provided herein, shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 24

PERSONNEL FILES

A. Each college shall maintain a personnel file for each faculty member at the College in an office designated by the President of that College. The contents of such file shall be determined by each College and such file may contain, but shall not be limited to, copies of personnel transactions, official correspondence with the faculty member, peer evaluations, student evaluations, and evaluation reports prepared by the College.

B. Except for student evaluations as provided for in Article 19, Faculty Evaluation, the College shall send a faculty member a copy of any item or material placed in his/her personnel file or it shall send a faculty member a memo advising the faculty member that an item or material has been placed in his/her personnel file and that the item or material has been generated by the administration, faculty, a student or students, or by another source. Such copy or memo shall be sent to the faculty member via campus mail or at his/her address of record during the summer. In either event, the faculty member must sign for receipt of the copy or memo and return the signed receipt to the College. Such copy or memo shall be sent to the faculty member within fourteen days of the insertion of the item or material into the file.

C. Except for student evaluations as provided for in Article 19, Faculty Evaluation, the faculty member shall have the right to grieve the insertion in his/her personnel file of any item or material which he or she alleges to be untrue or inaccurate.

D. A faculty member shall have the right to have relevant material added to his/her personnel file. The faculty member is encouraged to check his/her file periodically and to keep his/her file up to date, except for those items that the College or others may generate as listed above. The faculty member shall have the right to respond to any document in his/her personnel file and have such response included in such file and attached to the appropriate document. No anonymous evaluations and/or recommendations may be placed in the faculty members personnel file, except as provided in Article 19, Faculty Evaluation.

E. No persons other than those having a legitimate institutional interest may have access to a personnel file without the written permission of the faculty member. All those having access to the file, for purposes other than routine maintenance, shall sign a log, kept in the file, giving name and date of examination of said file. The personnel file shall be available for examination by the faculty member who shall be entitled to review such file at reasonable hours upon request.

F. The faculty member may make or obtain copies of materials in his/her personnel file after receiving permission from the appropriate College official or representative. If the person in charge of said files does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member at a reasonable charge for the copies.

G. The only written material that the College shall use for evaluation, merit review, promotion, reappointment, tenure, or to support disciplinary action contemplated against a faculty member shall be that contained in his/her personnel file.

H. Except as specified elsewhere in this Agreement, all material shall be placed in the personnel file within 30 days of receipt by the College, exluding the summer and winter recesses as established in accordance with Article 43.

ARTICLE 25

RESIDUAL RIGHTS

When any text material, audio visual material, computer data or programs, or any other instructional aid is produced, created, or devised by a faculty member in the normal course of his/her college duties, the copyright or other residual rights shall be the property of the faculty member, and the College shall be acknowledged in any publication, production or other use of such aids after it grants approval for acknowledgment.

ARTICLE 26

SALARIES

A. The annual salary of each faculty member shall be paid on a twelve-month basis. Payment shall be by bi-weekly paychecks, with the faculty member (excluding librarians) having the option of lump sum payment at the end of the academic year for the remainder of the twelve month period.

B. Each faculty member (excluding librarians) shall be paid for services rendered during the academic year as established by each College's Academic Calendar (Article 43). Librarians shall work a normal five day week, twelve months a year with six weeks' vacation, arranged by agreement with the President, and every effort shall be made to allow four weeks to be consecutive.

C. 1. For each year of the contract, 1988-89, and 1989-90 all on-going bargaining unit members (as of June 30, 1988 and as of June 30, 1989) shall be credited with an appropriate number of points based on the salary schedule criteria in Article 27. The salaries of on-going unit members shall then be determinied in the following manner:

a. The base salary shall be $17,119. A distribution pool shall be determined by first multiplying the total FY88 salaries of continuing bargaining unit members as of June 30, 1988, by 1.0625 (6 1/4 increase) and then subtracting the base salaries of on-going bargaining unit members ($17,119 x no. of continuing bargaining unit members).

b. The distribution pool shall then be divided by the total number of points of all continuing unit members to yield a point

value.

c. The salary of each on-going unit member for FY89 shall be the base salary plus his or her points times the point value $17,119 + (no. of points x point value).

2. For the second year of the contract, 1989-90, the same procedure in C.1. above shall be used except:

a. All dates shall be advanced by one year.

b. The base salary shall be $17,119.

c. The total FY89 salaries of on-going bargaining unit members shall be multiplied by 1.0625 (6 1/4 increase.)

3. Nothing shall preclude the Colleges from awarding merit bonuses to on-going bargaining unit members selected by the College Presidents, not to be included in base salary rates. These bonuses shall be subject to FICA and state and federal income tax withholding , but they shall not be included in calculations of the benefits of recipients. Any merit bonuses for FY89 shall be awarded for meritorious service in 1988-89. Any merit bonuses for FY90 shall be awarded for meritorious service in 1989-90. Distribution of merit money shall not be subject to the grievance and arbitration procedures.

D. Money used to fund the differentials agreed to in Article 27. Salary Schedule Criteria, shall not be the money provided in (C) above.

E. In the event of a general rescission by the Legislature and/or the Governor after June 30, 1988, the parties agree, upon receipt of a request by either party, to negotiate the impact of such rescission on the wages and benefits.

F. In the event of a general rescission by the Legislature and/or the Governor after June 30, 1989, the parties agree, upon receipt of a request by either party, to negotiate the impact of such rescission on the wages and benefits.

ARTICLE 27

SALARY SCHEDULE CRITERIA

A. The following criteria shall be used to award points to faculty members in accordance with the procedures for compensation delineated in Article 26 (C):

I. Qualifications	Points
A. Degrees (1)	
Bachelor's Degree/License	0
Master's Degree	3
VSC Required Minimum Degree other than Doctorate (see Appendix A)	4
Doctorate	6
Subsequent Master's	3
Subsequent Doctorate	6
B. Additional Graduate Work	
1. 18-36 graduate credits beyond highest degree earned	1
OR	
2. 37 or more graduate credits beyond highest degree earned	2
OR	
3. Ph.D. candidate (ABD) (2)	3
II. Rank (3) for 1986-87:	
Instructor	0
Assistant Professor	3
Associate Professor	6
Professor	11
For 1987-88:	
Instructor	0
Assistant Professor	3
Associate Professor	7
Professor	13

III. Experience (4)

A. VSC Service (5)

1. Full-time faculty, administrative, staff — 1 point per year

B. Non-VSC collegiate teaching, business or other applicable experience (6) — (limit 9 points)

Full-time Experience — 1 point per year

C. The Review Committee may award points for part-time VSC service using as a guideline 1/24 point per credit hour. The committee may also consider non-VSC, part-time experience, within the 9 point limit in B. above.

IV. All bargaining unit librarians shall receive an additional 10 points.

NOTES: 1. These points are additive. Also, a faculty member who has a Doctorate but not a Master's degree shall be given credit for one Master's degree. (If such a faculty member earns a Master's degree after receiving a Doctorate, he or she shall receive additional credit for that Master's degree.)

2. Ph.D. candidate means a faculty member who has completed all of his or her degree-granting institution's requirements for the Ph.D. degree except the dissertation. A faculty member who receives three points for being a Ph.D. candidate shall receive three points (not six points) for finishing the Ph.D. Degree.

3. These points are non-additive. For example, a faculty member promoted from Associate Professor to Full Professor shall receive 11 points, not 17 points.

4. A faculty member may receive only one point per calendar year.

5. A faculty member who desires VSC service credit for a leave of absence must apply for such credit to the Review Committee described in (B.) below.

6. Non-VSC collegiate teaching includes teaching as a graduate assistant. Other applicable experience may include elementary and secondary teaching when such teaching is directly applicable to the VSC teaching assignment.

B. Except as provided for in (D.) and (E.) below, a Review Committee shall determine the number of points a faculty member shall receive in FY89 and in FY90. The committee shall consist of the Chancellor or his/her designee, the President of the Federation or his/her designee and Peter Herman or another mutually agreed upon individual. The Federation and the Colleges shall each pay 50% of the fees and expenses of Peter Herman or the other mutually agreed upon individual. The committee shall keep written records of its decisions. The committee may decide to review a decision at the request of a faculty member. The decisions of the committee are not subject to the grievance and arbitration procedure.

The committee shall inform each member of the bargaining unit of its procedures as soon as possible after the ratification of this contract. It shall inform each member of the unit of its procedures again prior to March

1, 1988.

The committee shall send to each President and each Chapter Chairperson a statement of its policies within one month of the forwarding of its decision for FY89 to the Office of the Chancellor. It shall do so again within one month of the forwarding of its decisions for FY89 to the Office of the Chancellor.

C. A faculty member whose salary rate is greater than the appropriate schedule figure in FY88 and FY89 shall be red-circled at current salary with no loss of salary or benefits. Funds available for salary increases shall be reduced by the difference between the actual salary and the appropriate schedule figure of faculty members who are red-circled.

D. Using the salary schedule criteria in (A.) above, the Chancellor or his/her designee shall determine the number of points a faculty member hired for employment in AY 1988-89 shall have in FY89 and a faculty member hired for employment in AY 1989-90 shall have in FY90.

It is provided, however, that when an individual is hired, he/she will be sent the same form used by the parties in determining appropriate point totals for other faculty. The newly-hired individual will fill out the form and return it to the Dean. The Dean will review the form with the local Federation President or his/her designee, if available. The form will also be sent to the Review Committee no later than the first week of September, or if hiring is done other than the beginning of the year, it will be sent to the Review Committee as soon as possible. The Committee shall resolve any disagreements as to the number of points enclosed. First year salaries should thus be adjusted to reflect the corrected point totals. In no way, however, shall this procedure affect the right of the Chancellor of his/her designee to award discretionary points as provided in

section E. below.

The Review Committee in (B.) above may alter the number of points awarded to a faculty member under this section (D.) by the Chancellor or his/her designee for FY89 when it decides the number of points the faculty member shall have for FY90. The committee may alter the number of points awarded to a faculty member under this section (D.) by the Chancellor or his/her designee for FY89 when it decides the number of points the faculty member shall have for FY90. The implementation of said decision to be subject to the provisions of the successor Agreement. No decision of the committee shall cause a faculty member's salary to be reduced.

E. The Chancellor or his/her designee may offer to a prospective faculty member inducements such as a hiring bonus, payment of moving expenses, etc. On the condition that inducements such as these do not succeed in attracting a candidate, the Chancellor or his/her designee may award up to six discretionary points to said candidate. The decision to award discretionary points shall not be subject to grievance and arbitration.

Such discretionary points must be awarded prior to August 1 to a faculty member beginning employment in the fall semester and prior to December 1 to a faculty member beginning employment in the spring semester. Such discretionary points shall be part of a faculty member's base salary and may not be altered by the Review Committee in (B.) above.

On August 15 and December 15, the Chancellor or his/her designee shall inform the President of the Federation in writing of each newly hired faculty member who has been awarded discretionary points and the number of points each has received.

F. 1. The Chancellor may (1) pay faculty in teaching fields where special needs exist or where competition for faculty makes

recruitment or retention difficult a differential of not more than 25 percent of the salary called for by the salary schedule criteria in (A.) above and (2) withdraw the differential paid to faculty in teaching fields previously granted such differential provided that the Chancellor follows this procedure:

a. The Chancellor shall identify a teaching field where he/she thinks a differential is (or is no longer) needed.

b. The Chancellor shall ask the Review Committee in (B.) above to submit a report and recommendation as to whether a differential in said teaching field is (or is no longer) warranted and, if it is warranted, what it should be.

c. The Chancellor shall request that the report and recommendation be submitted no later than August 1. The Chancellor may request that the report and recommendation be submitted appreciably earlier than August 1. The committee shall submit its report and recommendation by the date selected by the Chancellor.

d. After a review of the committee's report and recommendation and any other relevant data, the Chancellor shall decide if a differential in said teaching field is (or is no longer) warranted and, if it is warranted, what it shall be. The Chancellor's decisions shall not be subject to grievance and arbitration.

2. Upon the request of the Federation, the Chancellor shall ask the Review Committee whether a differential is (or is no longer) warranted. The Chancellor shall follow the procedure in (F.) (1.)

above.

3. By September 1, the Chancellor, having followed the procedure in (F.) (1.) above, shall (1) decide which teaching fields shall receive new or continued differentials, and which teaching fields shall have such differentials withdrawn, and (2) send the Federation a list of those faculty receiving differentials and the amount of each differential in dollars and in percentage of the salary called for by the salary schedule criteria in (A.)
4. All faculty members in a teaching field where special needs exist or where competition for faculty makes recruitment or retention difficult, as provided in (F.) (1.) above, must receive a differential, and the differentials of all said faculty must be the same percentage of the salary called for by the salary schedule criteria in (A.) above.
5. A differential shall be included in a faculty member's base salary. It is not a bonus. Should the Chancellor decide that a differential is no longer warranted, the faculty member shall be red-circled at his/her current salary. Under no circumstances shall a faculty member's salary be reduced.
6. No more than 15% of the bargaining unit may receive a differential at one time.

ARTICLE 28

FACULTY DEVELOPMENT FUND

A. Funds shall be established for the purpose of providing advanced study grants and sabbaticals. For each of the contract years 1988-89 and 1989-90, the Faculty Development Fund, shall be $50,000. In addition, for use in each year of the contract, each College, except for Castleton, shall grant a total of four semesters of sabbatical leave to tenured faculty. Castleton shall grant a total of six semesters of sabbatical leave for each year of the contract. Tenured faculty may be awarded one- or two-semester sabbaticals. Payment shall be at the rate of 75% plus full fringe benefits for full year sabbaticals and 85% plus full fringe benefits for one semester sabbaticals. A college may allocate additional funds to support the faculty development program with the approval of the Chancellor.

B. Advanced study grants shall be awarded in accordance with the following procedure:

1. Proposals for such a grant may be made for the following purposes:
   a. Research, including study and related travel
   b. Improvement of teaching
   c. Creative work in literature or the arts
2. A faculty member who proposed such a grant shall agree in writing that he/she will continue to serve at the College for at least one year after expiration of any leave given in conjunction with such grant. In the event the faculty member does not serve the full year, he/she shall be liable to the College to return a pro-rata amount of the grant money based

on tne portion of the year actually served. In the event of the death of the faculty member or his/her lay off prior to the completion of the one year, the liability described herein shall be cancelled.

3. The proposal shall be submitted on or before January 2 to a committee designated by the Faculty Assembly for such purpose. Faculty are encouraged to design the proposal as part of their overall professional development.

4. The committee shall evaluate the proposals and make appropriate recommendations to the Dean on or before February 15. The Dean shall evaluate the proposals and committee's recommendation and forward his/her own recommendation to the President on or before March 1.

5. The President shall review all recommendations made and the application itself. In considering such proposals, the President shall consider the value of the proposal to the College and the individual. Written notification of his/her determination on whether or not to approve the proposal shall be forwarded to each applicant on or before March 15. Such determination shall not be grievable or arbitrable.

C. Advanced study funds unused in any year may be carried to the subsequent year.

D. A tenured faculty member shall be eligible for a sabbatical after every five (5) full years or more of full-time teaching service.

1. Sabbatical proposals must be submitted to a committee designated by the Faculty Assembly for such purpose on or before January 2.

Faculty are encouraged to design the proposal as part of their overall professional development.

2. The committee shall evaluate the proposals and make appropriate recommendations to the Dean on or before February 15. The Dean shall evaluate the proposals and the committee's recommendation and forward his/her own recommendation to the President by March 1.
3. The President shall give written notification of the sabbatical awards on or before March 15.
4. Individuals granted a sabbatical shall be entitled to return to their positions with all previous rights and benefits, and shall accrue credit for services as if they were engaged in full-time teaching service.

ARTICLE 29

PROFESSIONAL TRAVEL FUNDS

A. Funds for professional travel, including attendance at professional meetings, shall be distributed at the rate of $275.00 per faculty member in 1988-89 and $300.00 per faculty member in 1989-90. The allocation of funds shall be decided by the department or other appropriate academic unit. Two or more departments or other academic units may transfer or pool their funds by mutual written agreement with a copy to the designated administrator.

B. Professional travel funds unused in any year shall not be carried to the subsequent year.

ARTICLE 30

MILEAGE REIMBURSEMENT

A. If travel is required by the College for the performance of job duties during the regular academic year, the College shall either provide transportation or reimbursement at the prevailing state rate per mile for:

1. the difference between miles ordinarily traveled for daily commutation and miles traveled on college business unless traveling from campus, or
2. if the faculty member is traveling from his or her campus, the miles traveled on college business from the campus to another location and for return to the campus or home location, whichever is less.

B. Within thirty (30) days of a change in the state rate per mile, the VSC shall post a notice of such change in a prominent place on each campus.

ARTICLE 31

INSURANCE

A. The College shall pay the premiums for malpractice insurance for faculty in the Nursing Department. The College shall continue all current practice of providing professional malpractice insurance.

B. On September 1, 1984, the College implemented a new comprehensive medical insurance plan with a calendar year family deductible of $250, and will pay the full premium cost thereof for the life of this Agreement.

Dental, long-term disability with annuity premium benefits, survivor benefits, life and accidental death and dismemberment insurance coverage equivalent to those in effect August 31, 1984, shall be provided and paid for by the College.

C. Any bargaining unit employees denied medical coverage because of age shall have medicare payments provided by the College.

D. Insurance claims shall be made directly to the insurance company, rather than through VSC offices.

E. If a faculty member with at least ten years of continuous VSC service age 55 or older dies, Vermont State Colleges shall continue to pay for a medical and dental insurance plan provided under this or subsequent Agreements for said faculty member's spouse until he/she reaches age 65.

F. Nothing shall preclude the voluntary reopening of this Article in the event more cost efficient and/or acceptable health care programs and policies are agreed upon as a result of committee deliberations or other joint actions.

ARTICLE 32

CONTINUATION OF FRINGE BENEFITS

During any leave of absence, group insurance premiums shall continue to be paid by the College for a period of up to two (2) years. Upon his/her return, the faculty member shall also be entitled to compensation based on any negotiated wage and fringe benefit increases which took effect during his/her leave.

ARTICLE 33

RETIREMENT

A. The age of mandatory retirement shall be 70 years, except for non-tenured faculty. The effective date of mandatory retirement shall be the terminal date of the academic year in which the faculty member reaches the age of 70. Faculty members who reach the age of 70 after the terminal date of one academic year and before the subsequent September 1, shall be considered as having reached the age of 70 in the academic year just ended.

B. The College shall make TIAA-CREF contributions for every faculty member on active, full-time service until he/she reaches the age of 70 according to the following formula: 10% of the first $18,900.00 of annual salary and 15% of the remainder of annual salary earned.

C. The President may decide to grant extensions of service beyond the mandatory retirement age for periods not to exceed one year each. Such decisions shall not be subject to grievance and arbitration.

D. At the age of sixty-five (65) or thereafter, a faculty member may retire with the retirement benefits described in (I.) below.

E. Those faculty who complete at least twenty-five (25) years of VSC service (faculty, administrative, or staff) and those faculty who are at least fifty-five (55) with fifteen (15) years of VSC service (faculty, administrative, or staff) completed may elect to retire with an annual retirement payment equal to the sum of (1) one-half of the base annual salary of the last year of full-time service and (2) one-half of a TIAA-CREF contribution on that amount as computed according to the formula in (B.) above. Such payment shall continue until the age of 65.

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F. Those faculty who are at leaset age of fifty-five (55) with ten (10) years of VSC service (faculty, administrative, or staff) completed may elect to retire with an annual retirement payment equal to the sum of (1) two-fifths of the base annual salary of the last year of full-time service and (2) two-fifths of a TIAA-CREF contribution on that amount as computed according to the formula in (B.) above. Such payment shall continue until the age of sixty-five (65).

G. A Faculty member who chooses to elect early retirement must notify the College no later than October 1 for any retirement commencing at the conclusion of the upcoming academic year. Said notice is non-rescindable.

H. By law, the VSC may not make contributions to Social Security for retirees.

I. On retirement of a faculty member under (A.), (D.), (E.), or (F.), the Vermont State Colleges shall continue to pay medical and dental insurance for the family for one year, and for the employee for the rest of his/her life, as well as life insurance of $5,000 for the employee; except that for full-time employees with more than ten (10) years of continuous VSC service, medical and dental insurance shall also be paid for the employee's spouse for the remainder of his/her life.

J. In no case shall the provisions of this Article affect the rights of those faculty members who have already qualified for retirement benefits under the provisions of retirement articles in previous contracts.

K. A Faculty member who chooses to elect early retirement at the end of the fall semester must notify the College no later than April 1 of the preceding spring semester. Said notice is non-rescindable.

ARTICLE 34

TUITION BENEFITS

A. Full-time faculty and their immediate families may enroll in courses offered by the Vermont State Colleges without payment of tuition for such courses. "Immediate family" is defined as including spouse and dependent children including legal wards whether married or unmarried.

B. In the event the faculty member dies or is permanently disabled, the child (children) enrolled at the time shall be guaranteed the continuation of free tuition until the completion of his/her degree. Any child of a faculty member in active service who has completed at least five years of service with a member College, shall be guaranteed free tuition until the completion of his/her undergraduate degree, or up to a limit of 150 credits, in the event the faculty member dies or is permanently disabled, or is retired.

C. Upon acceptance by the University, an unmarried child and/or legal ward of any full-time faculty member of the Vermont State Colleges may enroll in courses at the University of Vermont without payment of tuition, under the terms of the Tuition Remission Agreement between the Vermont State Colleges and the University of Vermont, dated June, 1967, as amended on August 10, 1977 (see Appendix C). The Vermont State Colleges shall notify the Federation of any change in such agreement no later than 15 days after such change.

ARTICLE 35

JURY DUTY

A faculty member who is required to serve on a jury, or is required to report to Court in person in response to a jury duty summons, or is required to report for jury examination, or to qualify for jury duty, shall receive the difference between his/her regular salary and jury duty pay during such absences.

ARTICLE 36

SICK LEAVE

A. Sick leave may be used if a faculty member must be absent from his/her duties because of disability, illness or accident. In addition, a faculty member may use up to three (3) days of sick leave per year for personal reasons.

B. Each faculty member shall earn six (6) days of sick leave per semester of full-time teaching service.

C. Sick leave shall be accumulated from semester to semester and year to year up to a maximum of 150 days.

D. Faculty who have accumulated sick leave under a prior Agreement between the Vermont State Colleges and the Federation shall have their sick leave accounts credited with their accumulated total of such leave days as of 31 August 1976. Commencing with the fall semester 1976, all faculty shall have their sick leave accounts credited with six (6) days of leave at the beginning of each semester that they teach.

E. A doctor's certificate may be required for any absence in excess of five (5) days.

F. Notice of unused sick leave accumulation shall be given to each faculty member at the beginning of each academic year if requested by the faculty member.

G. A faculty member employed by a College prior to July 1, 1962 shall have the option of accruing sick leave according to this Agreement or according to the State of Vermont sick leave policy.

H. When absent from scheduled duties prescribed in Article 23, Workload, for reasons given in (A.) above, faculty shall be charged the

appropriate number of days of sick leave.

I. Faculty shall make every effort to arrange for satisfactory coverage of their duties while absent for disability, illness, or accident. Where leave is for personal reasons, satisfactory coverage or other alternative arrangements may be required by the designated administrator. Notice for need of absence shall be given, as soon as possible, to said administrator. Upon return, the faculty member shall complete and submit to said administrator a "Sick Leave Absence" form (see Appendix D).

J. Faculty members may transfer a number of their sick days for use by a faculty member who is incapacitated due to an extended illness or accident and who has exhausted his/her own sick days. The Chapter Chairperson and the Academic Dean shall jointly approve and coordinate such transfer of sick days.

ARTICLE 37

BEREAVEMENT AND PROFESSIONAL LEAVE

A. A faculty member shall be granted up to three (3) consecutive days of paid leave which must include the day of funeral when a death occurs in the immediate family, except said faculty member shall be permitted five (5) consecutive days in the case of death of a spouse or child, which leave may be extended by use of sick leave upon approval of the President, whose decision shall not be subject to the arbitration provisions of this Agreement.

B. Immediate family is defined as the faculty member's wife, husband, father, mother, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Requests for bereavement leave for other than immediate family as defined above may be granted by the President; however, the President's decision shall not be subject to the arbitration provisions of this Agreement. In accordance with the other provisions of this Article, bereavement leave shall be taken for the purpose granted.

C. Upon four weeks notice of request for professional leave, the President may grant such leave, for up to three days, to any faculty member so requesting. Such request shall include a description and justification of the requested leave and a plan for coverage or rescheduling of duties that would be missed. Such permission shall not be unreasonably withheld, and the President's decision on the leave shall not be subject to the Arbitration provisions of this Agreement.

ARTICLE 38

LEAVES OF ABSENCE

A. The President of a College may grant a faculty member an unpaid leave of absence from the faculty. Permission to take such a leave of absence shall not be unreasonably withheld and the leave may be renewed at the discretion of the President. Inability to find adequate replacements shall be sufficient reason for denying a request for leave. However, after every five years or more of continuous full-time teaching service to the Vermont State Colleges, permission to take one unpaid leave of absence from the faculty of a College of up to two consecutive semesters must be granted. It is further provided, however, that the College shall be under no such obligation to grant a leave of absence if (1) the faculty member has resigned; (2) the faculty member has been notified of his/her non-reappointment effective at the end of his/her fifth year; (3) the faculty member has been denied tenure, any prior request for a leave notwithstanding; (4) the faculty member has been discharged. Requests in all above cases should be made six months in advance of the commencement of the leave; however, the President of a College may consider requests with less than six months' notice.

B. Faculty taking an unpaid leave of absence shall retain rank, tenure status, and credit for years of service for purposes of promotion, tenure, salary, layoff and early retirement. While on unpaid leave of ccabsence, faculty shall not be credited with any time of service for purposes of promotion, tenure, sick leave or early retirement. Up to four semesters of unpaid leave shall be counted toward seniority for purposes of layoff. A faculty member shall not file for unemployment insurance because the College terminates his salary during a leave of absence.

C. 1. A paid leave of absence may be granted for a faculty member to participate in a faculty exchange program subject to the approval of the President.

2. A tenured faculty member is entitled to participate in a faculty exchange. A tenured faculty member shall be entitled to full salary and benefits and all rights and privileges of full-time employment during the period of the faculty exchange.

3. An untenured faculty member is entitled to participate in a faculty exchange and shall take a paid leave of absence. An untenured faculty member shall be entitled to full salary and benefits during the period of the faculty exchange. The faculty exchange shall not count as a year towards tenure or seniority.

4. A faculty member who wishes to participate in a faculty exchange must submit a request in writing to the President by January 15.

ARTICLE 39

VSC FACULTY FELLOWS

In order to recognize outstanding Vermont State Colleges tenured faculty members, this Agreement shall establish the Vermont State Colleges Faculty Fellowships. In Academic Year 1988-89, there shall be one (1) in the Fall semester and one (1) in the Spring semester. In Academic Year 1989-90 during the semester of the Fellowship, the faculty member shall offer a public lecture, reading, exhibition, performance or recital at his/her respective institution. Each Vermont State Colleges Faculty Fellow shall be allowed to draw up to $500 from the Vermont State Colleges, Office of the Chancellor, for bonafide expense money to complete the commitment referred to above. During the semester of the Faculty Fellowship, the Faculty member shall receive a reduction in workload of three credit hours.

Vermont State College Faculty Fellows shall be nominated and selected on the basis of outstanding accomplishments in teaching and learning. Selection of Vermont State Colleges Faculty Fellows shall be as follows:

1. At each campus, a committee composed of a College administrator and two faculty members appointed by the President and Faculty Federation, respectively, shall meet and consider nominations for the award of VSC Faculty Fellow.
2. By January 15 of each year of this Agreement the campus committee shall submit to the College President the names of three faculty members to be considered for the VSC Faculty Fellowship. The nominations shall be accompanied by a detailed recital of the qualifications of the fauclty member and a detailed analysis of the reasons for the .pa

nominations.

3. By March 1 of each year of this Agreement each President shall submit the name of one faculty member from the aforementioned list to a VSC Faculty Fellow Committee comprised of the Chancellor or designee, the VSC Faculty Federation president or designee and a member of the Vermont State Colleges Board of Trustees. The nomination shall be accompanied by a detailed analysis of the reasons for the nomination.

4. In each year of this Agreement the VSC Faculty Fellow Committee shall meet to consider the four nominations and shall recommend to the full Board of Trustees the names of two faculty members to be awarded Vermont State College Faculty Fellowships.

The provision of this Article shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE 40

EDUCATION AIDS

Audio or video tapes, closed circuit TV, visual aids, programmed learning devices, computer programs, or any other mechanical or electronic educational aids shall not be used to reduce a faculty member's class load, without his/her consent, or to displace a faculty member, provided that the use of such devices shall not otherwise be precluded.

ARTICLE 41

FACULTY FACILITIES

A. When constructing a new building or renovating an existing building, due regard will be given to providing adequate office space to faculty within budgetary limitations and with due consideration of the needs for adequate space for students, staff, and administrative personnel.

B. Each College shall make every effort to provide at least one lounge for members of the bargaining unit and their guests.

C. Lockers which have been assigned to faculty shall be permanent as long as the faculty member is a member of the bargaining unit and cannot be changed without the written consent of the faculty member.

ARTICLE 42

ACADEMIC REGALIA

Appropriate caps, gowns and hoods for any ceremonial functions, where such are required by a College, shall be provided by that College at no cost to the faculty.

ARTICLE 43

AGRICULTURAL PRODUCTS

At Vermont Technical College, the policies regarding the sale of agricultural products and the use of auto maintenance facilities shall continue as currently described in Vermont Technical College policy and procedure letters.

ARTICLE 44

ACADEMIC CALENDAR

Except as otherwise provided in this Agreement, the Academic Calendar for each of the Colleges shall be negotiated with the Federation Chapter at each College. Such negotiations will begin not later than September 15, so that the calendar may be set not later than November 1.

ARTICLE 45

PRINTING AND DISTRIBUTION OF THIS AGREEMENT

A. The Colleges shall provide the Federation with three hundred and fifty (350) copies of this Agreement.

B. The Federation shall be responsible for distributing such copies to each member of the bargaining unit.

ARTICLE 46

SEPARABILITY

In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any Court having jurisdiction over the matter at issue or any administrative agency having such jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remian in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon such parties hereto. Any provision which is so declared illegal, void, or invalid shall be renegotiated upon ten (10) days notice by either party, provided such renegotiation is not prohibited by law. If the grievance and arbitration provisions established by Vermont law and referred to in Articles 14 and 15, Grievance and Arbitration, which are in existence upon the effective date of this Agreement, are modified or voided by action of the State Legislature or any state administrative agency, then such grievance and arbitration provisions shall be renegotiated.

ARTICLE 47

EFFECT OF AGREEMENT

A. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the Vermont State Colleges and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement except as provided in Article 45 (Separability) even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

ARTICLE 48

DURATION AND RENEWAL

Except as otherwise herein provided, subject to the following paragraph, this Agreement shall continue in full force and effect until midnight, August 31, 1990, and shall be automatically renewed from year to year thereafter until at least one hundred-twenty (120) days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend this Agreement.

In witness whereof the Vermont State Colleges has caused this instrument to be signed and sealed by its duly authorized representative and the Federation has caused this instrument to be signed and sealed by its duly authorized representative this 30th day of August, 1988.

VERMONT STATE COLLEGES

BY

VERMONT STATE COLLEGES FACULTY
FEDERATION VFT, AFT, LOCAL 3180
AFL-CIO

BY

The terms and conditions of this Agreement are effective as of September 1, 1988

APPENDIX A

VSC REQUIRED MINIMUM DEGREES (AND/OR CERTIFICATION) OTHER THAN THE DOCTORATE

NOTE: The following list is to be used only for purposes off assigning points under Article 27 Salary Schedule Criteria.

FIELD	DEGREE (AND/OR CERTIFICATION)
Accounting and Business	Two-year Master of Business Administration (M.B.A.)
Fine and Performing Arts	Master of Fine Arts (M.F.A.)
Ranked Librarians	Master of Library Science (A.L.A. accredited)
Computer Science	Master's degree in Computer Science with a math or computer science undergraduate degree.
Music	Master of Music combined with at least five years of significant experience in the field prior to appointment in the Vermont State Colleges.
Nursing	Master of Nursing combined with at least five years of significant experience in the field prior to appointment in the Vermont State Colleges.
Public Health	Master of Public Health combined with at least five years of significant experience in the field prior to appointment in the Vermont State Colleges.
Social Work	Master of Social Work combined with at least five years of significant experience in the field prior to appointment in the Vermont State Colleges.
Secretarial Science or Technical Office Management (Two-Year Only)	M.Ed. in Business Education or related field.

FIELD	DEGREE (AND/OR CERTIFICATION
Technologies (Two-Year Degree Programs)	Master's degree in appropriate field or professional registration or licensure in appropriate field where Bachelor's degree is prerequisite for such registration or licensure.
Veterinary Office Assistant	Doctor of Veterinary Medicine (D.V.M.)
Pre-Technology and Learning Assistance Center	A Master's degree in an appropriate field (counseling or education with a subject field such as remedial reading).

After consultation with the Federation, the VSC may add or delete degrees from this list. The VSC shall inform the Federation of any such additions or deletions in writing on June 1, 1988 and June 1, 1989.

APPENDIX B

DUES CHECK OFF AUTHORIZATION CARD

NAME:
(Last) (First) (Middle)

ADDRESS:
(Street) (Town) (State) (Zip)

COLLEGE: SOCIAL SECURITY #

I authorize the VSC to deduct VSCFF dues (currently 1% of my salary) from my earnings and to forward said deductions to the Treasurer of the VSCFF, AFT, Local 3180. The deductions shall be made in equal amounts bi-weekly. Any future revision to the dues structure, which is approved by the membership as provided for in the VSCFF Constitution, shall be applied automatically to my deductions. Unless withdrawn by me in writing, this authorization shall remain in effect as long as I am a member of the faculty bargaining unit.

Dues, contributions or gifts to VSCFF are not deductible as charitable contributions for federal income tax purposes. Dues paid to VSCFF however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

_____ _____
(Date) (Signature)

APPENDIX C

Refer to Tuition Remission Agreement Between Vermont State Colleges and University of Vermont Amended August 10, 1977.

APPENDIX D

ABSENCE REPORT

NAME:

DATE:

I was absent on the following dates:

Reason (check one)
(Please use a separate form for each type of absence)

/ / Illness
/ / Personal
/ / Beareavement

My sick leave bank should be reduced by days.

Signed: _____

APPENDIX E

VSC REQUIRED MINIMUM DEGREES

I. CASTLETON, LYNDON, JOHNSON STATE COLLEGES

The VSC required minimum degree is the doctorate--in an appropriate field of study--from an accredited institution of higher education.

However, VSC recognizes the following exceptions as the minimum required degrees in specific teaching fields*:

FIELD	DEGREE (AND/OR CERTIFICATION)
Business	Master of Business Administration (M.B.A.), two-year degree.
Computer Science	Until 1990, M.S. in Computer Science plus a M.S./M.A. in a related field (i.e.: math, business). After 1990 the required minimum degree shall be the Ph.D.
Fine/Performing Arts and Architecture	Master of Fine Arts (M.F.A.).
Librarian	Master's degree from a degree program with American Library Association (A.L.A.) accreditation.

*Note: The Master of Social Work, Master of Public Health, or Master of Music Degree combined with at least five years of significant experience in the respective professional fields of social work, public health, and music obtained prior to appointment in the Vermont State Colleges may qualify as the required minimum degree. The judgement as to whether the significance of the experience will qualify as a substitute for the appropriate required minimum degree shall be made by the College President at the time of initial appointment, or as promptly thereafter as possible.

II. VERMONT TECHNICAL COLLEGE

The required minimum degree for faculty at Vermont Technical College--a two-year technical college--is:

FIELD	DEGREE (AND/OR CERTIFICATION)
Technologies	Master's degree in appropriate field or Professional registration or licensure in appropriate field, where Bachelor's degree is prerequisite for such registration or licensure.
Non-technologies	Master's degree.

VTC Faculty members who possess the minimum required degree at VTC are eligible for transfer to other VSC institutions under terms and conditions of Article 16 (Layoff) and Article 13 (Transfer and Classification) of this Agreement--subject to the minimum required degree criteria of the receiving institution(s).

For purpose of assigning salary points under Article 27 (Salary Schedule Criteria) of this Agreement criteria stated in Appendix A shall remain in full force and effect for all VSC institutions, including Vermont Technical College.

The President shall decide whether a faculty member has the required number of years of significant experience. In making the decision, the President shall be guided by these rules:

1. In the technologies, professional registration which required a Bachelor's degree shall be considered equivalent to a Master's degree or thirty graduate semester hours.
2. In the technologies and vocational fields, each year of related business or professional experience shall be equivalent to three graduate credits, up to a total of thirty credits.

APPENDIX F

PROMOTION OF TENURED FACULTY WHO DO NOT POSSESS A VSC REQUIRED MINIMUM DEGREE

A tenured faculty member who does not possess a VSC required minimum degree and who wishes to be considered for promotion may offer the President evidence of significant accomplishment in lieu of the VSC required minimum degree.

APPENDIX G

COMPUTER PROGRAMS FOR FACULTY STAFFING

A. The Vermont State Colleges and the Federation shall design a computer program dealing with faculty staffing at each of the Colleges. Each program shall deal with a period of at least ten years and each program shall include:

1. the number of faculty appointed to on-going positions
2. the number of faculty on terminal contract
3. the number of faculty to be reappointed in a given year
4. the number of faculty to be promoted in a given year
5. the number of faculty to be tenured in a given year
6. the number of faculty eligible for early retirement in a given year
7. the number of faculty who will be sixty-five in a given year
8. any other material deemed appropriate by the Chancellor and the President of the Federation

B. Each program shall be designed and available for the use of the Chancellor and the President of the Federation by December 1.

C. The Vermont State Colleges and the Federation shall update each program annually. Each updated program shall be available for the use of the Chancellor and the President of the Federation by October 1.

APPENDIX H

DEPARTMENT CHAIRPERSON POSITION DESCRIPTION

The department chairperson is a nonmanagement employee, with faculty rank and status, and a member of the bargaining unit. He/she shall serve as a liaison between faculty and the administration and is responsibile for providing overall leadership for faculty within his/her department. Consistent with this role, based on past practice, the chairperson:

1. Coordinates the activities of the faculty and department in the recruitment and review of applicants for appointments to the faculty.

2. Assists the Academic Dean, or designee, in the orientation of new faculty.

3. Prepares and recommends course offerings of the department and of the faculty assigned to the department. Such work includes the coordination of requests from department faculty for schedule preferences, development of departmental schedule and recommendation of such schedule to the Academic Dean or designee.

4. Provides for meetings of the department to discuss department needs, activities and recommendations.

5. Represents the department to the administration.

6. Recommends all expenditures from department budgetary allocation. Provides initial recommendations for new departmental budgets.

7. Coordinates all departmental academic advising including acceptance of majors, fulfillment of degree requirements and assessment of equivalency and transfer credit.

8. Prepares departmental information for program reviews, accreditation visits and college publications.

9. Assists in planning departmental offerings through assessing needs and recommending revisions in curricula and other approaches to improving education.

10. Assesses adequacy of library support and recommends acquisitions relative to department programs and offerings.

11. Attends meetings of chairpersons.

12. Serves as readily accessible point of contact and source of information for students, faculty and staff on all matters involving departmental activities.

13. Recommends the need for adjunct faculty, assists in the selection of adjunct faculty and their orientation, and recommends concerning the rehiring of adjunct faculty.

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SIDE LETTER A

The parties agree that they are in disagreement as to whether or not the Colleges have the right under the current contract language to involuntarily assign faculty to work off campus. Each party reserves the right to argue for its interpretation as to the scope of the Colleges' authority to make such assignments.

By: _____
Vermont State Colleges

By: _____
Vermont State Colleges
Faculty Federation